

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

The City of Huntsville and the City of Huntsville, Alabama D/B/A Huntsville Utilities

Exact Wording for the Agenda:

Memorandum of Understanding Between the City of Huntsville, Alabama and the City of Huntsville, Alabama D/B/A Huntsville Utilities.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 7-5-12

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding by and between the City of Huntsville, and the City of Huntsville, Alabama, d/b/a Huntsville Utilities, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTSVILLE AND THE CITY OF HUNTSVILLE, ALABAMA, D/B/A HUNTSVILLE UTILITIES," consisting of four (4) pages including Exhibit A, and the date of July 26, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of July, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of July, 2012.

Mayor of the City of
Huntsville, Alabama

**Memorandum of Understanding Between
the City of Huntsville, Alabama and the City of
Huntsville, Alabama d/b/a Huntsville Utilities**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this the ____ day of _____, 2012, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter referred to as the "City"), and the City of Huntsville, Alabama d/b/a Huntsville Utilities (hereinafter referred to as the "Utility"),

WHEREAS, Gallatin Street Partners, LLC. (hereinafter referred to as the "Developer") plans to complete a commercial development to be known as "Twickenham Square" (the "Development") located on Gallatin Street in the City of Huntsville; and

WHEREAS, the City intends to construct a parking garage near the Development site; and

WHEREAS, the City and the Developer desire to relocate the overhead utility lines underground at the site of the Development and the City's parking garage; and

WHEREAS, the City and the Utility desire to enter into an agreement setting forth the terms and conditions under which the Utility will relocate the said utility lines;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Utility will provide the design, materials, labor and equipment to relocate the overhead utilities from a point beginning at the Hospital substation to the northwest corner of the intersection of Madison Street and St. Clair Avenue (hereinafter referred to as the "Work"). The Work shall consist of the Utility relocating the utility transmission and distribution lines underground along the route shown in Exhibit "A" attached hereto and incorporated herein by reference. The Utility will install a concrete duct bank underground and install the utility and transmission lines in 4" conduits. The Utility will also install the conduit for street lights, as well as conduit for AT&T, Comcast and Knology to place their service lines underground. The Utility will also install any manholes necessary for the amount of conduit installed.

**_____
President of the City Council of the
City of Huntsville, Alabama
Date:_____**

2. Time is of the essence in the performance of the Work. The Utility shall order the cable necessary to complete the Work within seven (7) days of receipt of a Notice to Proceed from the City. The Utility will complete the Work within one hundred fifty (150) days of its receipt of the Notice to Proceed. The Utility shall not be responsible for delays or failure of performance resulting from its failure to receive the said cable from its supplier in a timely manner. The Utility shall take all reasonable and necessary action to prompt the vendor to supply the said cable in a timely manner.

3. The estimated cost and Not to Exceed Amount of this Memorandum of Understanding is \$816,350.00. The Work shall be performed on a cost reimbursement basis, and the Utility shall invoice the City periodically for the reasonable and necessary cost of the Work. If the actual costs exceed the estimated costs, the parties may amend this Not to Exceed amount by entering into a modification of this Agreement.

4. The City will pay to the Utility ten percent (10%) of the sum of \$816,350.00 within twenty (20) days of the execution of this Memorandum of Understanding by the last party to execute it. Progress payments will be made to the Utility within ten (10) days of receipt of detailed invoices.

5. This Agreement is made in and shall be governed by the laws of the State of Alabama.

6. This Agreement may not be amended or modified unless such amendment is (i) in writing, (ii) signed by authorized representatives of all parties.

**CITY OF HUNTSVILLE, ALABAMA,
A municipal corporation**

ATTEST: _____
Charles E. Hagood
Clerk-Treasurer

By: _____
Tommy Battle
Mayor, City of Huntsville

CITY OF HUNTSVILLE, ALABAMA

d/b/a HUNTSVILLE UTILITIES

ATTEST:_____

By:_____

EXHIBIT A



ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 7/26/2012

Department Contact: Peter Joffrion

Phone # 5026

Contract or Agreement: The City of Huntsville and the City of Huntsville, Alabama D/B/A Huntsville Ut...

Document Name: The City of Huntsville and the City of Huntsville, Alabama D/B/A Huntsville Utilities

City Obligation Amount: \$816,350.00

Total Project Budget: \$816,350.00

Uncommitted Account Balance:

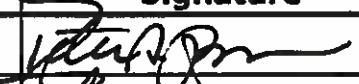



Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		7-5-12
2) Legal		7-5-12
3) Finance		7/5
4) Originating		7-5-12
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		